


PATENT
TH2007

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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MAR 23 2004

Application No.: 09/841,302
Confirmation No.: 4731
Filing Date: April 24, 2001
Inventors: de Rouffignac et al.
Title: IN SITU THERMAL
PROCESSING OF A
HYDROCARBON
CONTAINING FORMATION
USING HEAT SOURCES
POSITIONED WITHIN OPEN
WELLBORES

§ Examiner: J. J. Kreck
§ Art Unit: 3673
§ Atty. Dkt. No.: 5659-08200/EBM
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CERTIFICATE OF FACSIMILE FILING	
DATE OF TRANSMISSION:	<u>March 23, 2004</u>
I hereby certify that this correspondence is being sent by facsimile to the United States Patent and Trademark Office, P.O. No. (703) 972-9306 on the date indicated above.	
 Del S. Christensen	

**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING REJECTION
OVER PATENT APPLICATIONS AND PATENTS**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

1. Applicant is the owner of all rights in the captioned patent application. Applicant certifies that it is the assignee of the entire right, title and interest in the captioned patent application by virtue of an assignment from the inventors of the captioned patent application, the assignment recorded with the Patent and Trademark Office at Reel 012236, Frame 0852.
2. Applicant is the owner of all rights in U.S. Patent Application No. 09/840,937. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/840,937 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012236, Frame 0726.
3. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent

Application No. 09/840,937 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

4. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,195. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,195 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012244, Frame 0209.

5 Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,195 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

6. Applicant is the owner of all rights in U.S. Patent No. 6,591,907. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,591,907 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012233, Frame 0196.

7. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent 6,591,907 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent and its or his successors or assigns.

8. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,308. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,308 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012609, Frame 0412.

9. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,308 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

10. Applicant is the owner of all rights in U.S. Patent No. 6,702,016. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,702,016 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012976, Frame 0935.

11. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent No. 6,702,016 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

12. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,439. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,439 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012656, Frame 0444.

13. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,439 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

14. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,300. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No.

09/841,300 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012996, Frame 0372.

15. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,300 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

16. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,490. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,490 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012237, Frame 0271.

17. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,490 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

18. Applicant is the owner of all rights in U.S. Patent No. 6,581,684. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,581,684 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012229, Frame 0300.

19. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent 6,581,684 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent and its or his successors or assigns.

20. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,283. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,283 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012608, Frame 0546.

21. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,283 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

22. As sole owner in the captioned patent application, Applicant hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the captioned patent application which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §154 to §156 and §173, as presently shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application Nos. 09/840,937; 09/841,195; 09/841,308; 09/841,439; 09/841,300; 09/841,490; or 09/841,283.

23. In making the above disclaimer, Applicant does not disclaim the terminal part of any patent granted on the captioned patent application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of a patent granted on U.S. Patent Application Nos. 09/840,937; 09/841,195; 09/841,308; 09/841,439; 09/841,300; 09/841,490; or 09/841,283, as presently shortened by any terminal disclaimer, in the event that the patent granted on U.S. Patent Application No. 09/840,937; 09/841,195; 09/841,308; 09/841,439; 09/841,300; 09/841,490; or 09/841,283 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

24. As sole owner in the captioned patent application, Applicant hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the captioned patent application which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §154 to §156 and §173, as presently shortened by any terminal disclaimer, of U.S. Patent Nos. 6,591,907; 6,702,016; or 6,581,684.

25. In making the above disclaimer, Applicant does not disclaim the terminal part of any patent granted on the captioned patent application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of U.S. Patent Nos. 6,588,503; 6,702,016; or 6,581,684, as presently shortened by any terminal disclaimer, in the event that U.S. Patent Nos. 6,591,907; 6,702,016; or 6,581,684 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

26. A fee authorization for the required fee is attached.

By:



Del S. Christensen
Senior Counsel for Shell Oil Company
Reg. No. 33,482

SHELL OIL COMPANY
P.O. Box 2463
HOUSTON, TX 77252-8463
(713) 241-3997 (voice)
(713) 241-6617 (facsimile)

Date: March 23, 2004

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 09/841,302
Confirmation No.: 4731
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Title: IN SITU THERMAL
PROCESSING OF A
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CONTAINING FORMATION
USING HEAT SOURCES
POSITIONED WITHIN OPEN
WELLBORES

§ Examiner: J. J. Kreck
§ Art Unit: 3673
§ Atty. Dkt. No.: 5659-08200/EBM
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facsimile to the United States Patent and Trademark Office, Fax
No. (703) 872-9306 on the date indicated above.

Del S. Christensen
Del S. Christensen

FEE AUTHORIZATION

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The Commissioner is hereby authorized to charge the following fees to Shell Oil Co.
Deposit Account Number 19-1800/TH2007:

1. Terminal Disclaimer Fee \$110.00

TOTAL AMOUNT: \$110.00

The Commissioner is also authorized to charge any extension fee or other fees that may
be necessary to the same account number.

Respectfully submitted,

Del S. Christensen

Del S. Christensen
Senior Counsel for Shell Oil Company
Reg. No. 33,482

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Date: March 23, 2004

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Shell Exploration & Production

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MAR 23 2004

Shell Exploration & Production Company
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Houston, TX 77001
Fax +1 281 544 2858
Internet <http://www.shell.com/ep>

DATE	March 23, 2004	TO FAX NO	703 872-9306
TO	Examiner T.J. Kreck	PHONE NO	
FROM	DeL S Christensen	PHONE NO	713-241-3997
SUBJECT	Fee Authorization & Terminal Disclaimers for 09/24/302		
NO. OF PAGES INCLUDING COVER	8		

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